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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 BOARD OF TRUSTEES OF THE SHEET)
METAL WORKERS' PENSION PLAN OF)
SOUTHERN CALIFORNIA, ARIZONA)
AND NEVADA; BOARD OF TRUSTEES)
OF THE SHEET METAL WORKERS')
HEALTH PLAN OF SOUTHERN)
CALIFORNIA, ARIZONA AND NEVADA;)
BOARD OF TRUSTEES OF THE)
SOUTHERN CALIFORNIA SHEET)
METAL JOINT APPRENTICESHIP AND)
TRAINING COMMITTEE; BOARD OF)
TRUSTEES OF THE SHEET METAL)
WORKERS' LOCAL 105 RETIREE)
HEALTH PLAN; BOARD OF TRUSTEES)
OF THE SOUTHERN CALIFORNIA)
SHEET METAL WORKERS' 401(A))
PLAN; BOARD OF TRUSTEES OF THE)
SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION,
LOCAL UNION NO. 105 UNION DUES
CHECK-OFF FUND; AND BOARD OF
TRUSTEES OF THE SHEET METAL
INDUSTRY FUND OF LOS ANGELES,
Plaintiffs,

Case No. CV-09-8623 GHK (FFMx)

~~[PROPOSED]~~ ORDER ON
STIPULATION FOR JUDGMENT

22 V.
23
24 DSG MECHANICAL CORPORATION;
DAVID EUGENE RIVERA, JR.;
JANETTE MAREEN RIVERA; KANDI
JEAN ASHCRAFT; AND BRIAN
CHRISTOPHER MANSUR, individuals,

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26 Defendants.

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1 Pursuant to the Stipulation by and between Plaintiffs, Board of Trustees of the Sheet
2 Metal Workers' Pension Plan of Southern California, Arizona and Nevada; Board of
3 Trustees of the Sheet Metal Workers' Health Plan of Southern California, Arizona and
4 Nevada; Board of Trustees of the Sheet Metal Workers' Savings Plan of Southern
5 California; Board of Trustees of the Southern California Sheet Metal Joint Apprenticeship
6 and Training Committee; Board of Trustees of the Sheet Metal Workers' Local 105 Retiree
7 Health Plan; Board of Trustees of the Southern California Sheet Metal Workers' 401(a)
8 Plan; Board of Trustees of the Sheet Metal Workers' International Association, Local Union
9 No. 105 Union Dues Check-Off; and Board of Trustees of the Sheet Metal Industry Fund of
10 Los Angeles (collectively, the "Plans" or the "Sheet Metal Workers' Trust Funds"), and
11 defendants, David Eugene Rivera, Jr.; Janette Mareen Rivera; and Brian Christopher
12 Mansur (collectively, "Individual Defendants"); and DSG Mechanical Corporation
13 (collectively "Defendants"), the Court has considered the matter fully and concluded that
14 good cause exists to approve the parties' Stipulation in its entirety.

15 Accordingly, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

16 1. The Company and the Individual Defendants are indebted to the Plans in the
17 amount of \$89,223.97. Said amount is comprised of contributions in the amount of
18 \$64,403.05 for the delinquent work months of August 2009 (\$13,848.65), September 2009
19 (\$20,787.00) and October 2009 (\$29,767.40); liquidated damages in the amount of
20 \$12,880.61 for all delinquent work months of August 2009, September 2009 and October
21 2009; interest at 10% per annum in the amount of \$6,440.31; reimbursement of plaintiffs'
22 reasonable fees (\$5,000.00), and reimbursement of plaintiffs' recoverable costs of suit
23 (\$500).
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1 2. Judgment may be entered in this case in favor of the Plans and against the
2 Company and Individual Defendants jointly and severally, in the amount of \$89,223.97 in
3 delinquent employee benefit plan contributions, liquidated damages, attorney fees and
4 costs, together with post-judgment interest thereon at the rate of 10% per annum as of the
5 date of the Judgment.

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7 3. The Company and Individual Defendants may satisfy the judgment by paying
8 a total of \$77,283.66. Specifically, the Company and Individual Defendants shall pay the
9 \$64,403.05 for the delinquent work months of August 2009 (\$13,848.65), September 2009
10 (\$20,787.00) and October 2009 (\$29,767.40); and liquidated damages and interest in the
11 amount of \$12,880.61 for all delinquent work months of August 2009, September 2009 and
12 October 2009, by making installments pursuant to the following installment plan: Nine
13 installments each in the amount of \$7,155.09 shall be made on the first day of each
14 consecutive month for nine months beginning on December 1, 2009 and ending on August
15 1, 2010 with a tenth and eleventh installment for liquidated damages and interest due on
16 September 1, 2010 and October 1, 2010, each in the amount of \$6,440.31. There will be
17 an eye towards lessening the amount of liquidated damages assessed in this paragraph if
18 the Defendants remain in compliance with the terms of this Stipulation and pay timely for
19 the duration of the Stipulation. Each and every installment payment must be made by fully
20 negotiable check or cashier's check payable to the "Sheet Metal Workers Trust Funds," and
21 must be received on the due dates stated above in the offices of the Sheet Metal Benefit
22 Plan Administrative Corp., attention Tasi Hernandez, 111 N. Sepulveda Blvd., Ste. 100,
23 Manhattan Beach, California 90266.

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25 4. In the event the Company and Individual Defendants, and any of them, fail to
26 comply with any of the provisions set forth in paragraphs 5 or 8 above, or any other
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1 provision of this Stipulation, the entire amount of the judgment, less any payments actually
2 received at the time of such default, shall become immediately due and payable to the
3 Plans from the Company and Individual Defendants, plus interest on such unpaid amounts
4 at the annual rate of ten percent.

5. This Court may retain jurisdiction over this matter through October 2010, to
6 enforce the terms of any judgment entered hereunder, to order appropriate injunctive and
7 equitable relief, to make appropriate orders of contempt, and to increase the amount of
8 judgment based upon additional sums owed to the Plans by defendants. Supplemental
9 judgments may be entered in this action against the Company and Individual Defendant
10 and in favor of the Plans for such sums as may be determined by the Plans and
11 established upon application to the Court by declaration and noticed motion.

6. The Plans shall have the right, upon twenty (20) days reasonable request
14 made in writing, to audit or examine any books or records relating to the financial condition
15 of the Company to ensure compliance with the terms of this Stipulation.

7. This Stipulation does not limit the Trust Funds' right to file additional court
18 actions to collect any additional sums owed should the Trust Funds discover further
19 moneys owed to the Plans.

8. In the event any litigation becomes necessary to enforce any term or terms of
21 this Stipulation, the prevailing party or parties shall be awarded and shall recover all
22 reasonable attorneys' fees and costs of suit.

24 **IT IS SO ORDERED.**

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26 Dated: 12/04/09 _____
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